

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

| | | |
|--|---|-------------------------|
| In re: |) | Chapter 11 |
| |) | |
| LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> , |) | Case No. 08-13555 (JMP) |
| |) | |
| Debtors. |) | Jointly Administered |
| |) | |
| In re: |) | Chapter 11 |
| |) | |
| LEHMAN BROTHERS |) | Case No. 08-13888 (JMP) |
| SPECIAL FINANCING INC. |) | |
| |) | |
| Debtor. |) | |
| |) | |

**NOTICE OF TRANSFER OF CLAIM
PURSUANT TO BANKRUPTCY RULE 3001(e)(2)**

A CLAIM HAS BEEN FILED IN THIS CASE (**Lehman Brothers Special Financing Inc.**) or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

QVT Fund LP
Name of Transferee

Carillon Ltd.
Name of Transferor

\$10,250,985 (31.786% of \$32,250,000)¹
Proof of Claim Amount

28110
Proof of Claim No.

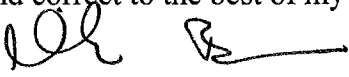
You are hereby requested to make all future payments and distributions, and to give all notices and other communications, in respect of the Claim to the Transferee at the address below.

TRANSFEE: QVT Fund LP
c/o Nick Brumm
QVT Financial LP
1177 Avenue of the Americas, 9th Floor
New York, NY 10036
Phone: (212) 705-8800
Fax: (212) 705-8820

¹ Proof of Claim No. 28110 (the "***Proof of Claim***") is deemed allowed in the amount of \$32,250,000 pursuant to that certain Termination Agreement, entered into as of January 26, 2010, by and among Carillon Ltd. ("***Assignor***"), Lehman Brothers Special Financing Inc. and Lehman Brothers Holdings, Inc. Pursuant to that certain Assignment of Claim (the "***Assignment Agreement***"), dated as of April 15, 2010, by and between Assignor and QVT Fund LP ("***Assignee***"), Assignor has absolutely and unconditionally transferred and assigned unto Assignee a 31.786% interest in the Proof of Claim, including all of Assignor's rights, title and interest in and to the Proof of Claim, all as more fully described in the Assignment Agreement, which is incorporated herein by reference (the "***Claim***"). Written evidence of transfer of the Claim pursuant to the Assignment Agreement is attached hereto as **Exhibit A**.

Email: Nick.Brumm@qvt.com

I declare under penalty of perjury that the information provided in this evidence and notice is true and correct to the best of my knowledge and belief.

By: 
Name: Nicholas Brumm
Title: Managing Member

Date: 5/24/10

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 \$ 3571

Exhibit A

Evidence of Transfer of Claim

EVIDENCE OF TRANSFER OF CLAIM

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **Carillon Ltd.** ("Assignor") does hereby unconditionally and irrevocably sell, transfer and assign unto **QVT Fund LP** ("Assignee") all rights, title and interest in and to the allowed claims of Assignor referenced as proof of claim number 28110 in the principal amount of \$10,250,985 plus all interest, fees and other amounts related thereto (the "Claim") against Lehman Brothers Special Financing Inc. (the "Debtor") whose Chapter 11 bankruptcy case is pending in the United States Bankruptcy Court for the Southern District of New York(the "Bankruptcy Court") (or any other court with jurisdiction over the bankruptcy proceedings) referred to as In re Lehman Brothers Special Financing Inc., Chapter 11 Case No. 08-13888. Notwithstanding the foregoing provisions in this paragraph, in no event shall the Assignor be construed as assigning to Assignee any rights or interests which Assignor may have to receive reimbursement of fees and expenses from any party other than the Debtor, its affiliates or any guarantor.

Assignor hereby waives any objection to the transfer of the Claim assigned herein (the "Assigned Claim") to Assignee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor transferring to Assignee the Assigned Claim and recognizing the Assignee as the sole owner and holder of the Assigned Claim. Assignor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Assigned Claim, and all payments or distributions of money or property in respect of the Assigned Claim, shall be delivered or made to the Assignee.

ASSIGNOR:

CARILLON LTD.

ASSIGNEE:

QVT FUND LP
By: QVT Associates GP LLC
its General Partner



Name: Scott Aitken Connan Hill
Title: Director Director

Name:
Title:

EVIDENCE OF TRANSFER OF CLAIM

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **Carillon Ltd.** ("Assignor") does hereby unconditionally and irrevocably sell, transfer and assign unto **QVT Fund LP** ("Assignee") all rights, title and interest in and to the allowed claims of Assignor referenced as proof of claim number 28110 in the principal amount of \$10,250,985 plus all interest, fees and other amounts related thereto (the "Claim") against Lehman Brothers Special Financing Inc. (the "Debtor") whose Chapter 11 bankruptcy case is pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") (or any other court with jurisdiction over the bankruptcy proceedings) referred to as In re Lehman Brothers Special Financing Inc., Chapter 11 Case No. 08-13888. Notwithstanding the foregoing provisions in this paragraph, in no event shall the Assignor be construed as assigning to Assignee any rights or interests which Assignor may have to receive reimbursement of fees and expenses from any party other than the Debtor, its affiliates or any guarantor.

Assignor hereby waives any objection to the transfer of the Claim assigned herein (the "Assigned Claim") to Assignee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor transferring to Assignee the Assigned Claim and recognizing the Assignee as the sole owner and holder of the Assigned Claim. Assignor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Assigned Claim, and all payments or distributions of money or property in respect of the Assigned Claim, shall be delivered or made to the Assignee.

ASSIGNOR:

CARILLON LTD.

ASSIGNEE:

QVT FUND LP

**By: QVT Associates GP LLC
its General Partner**

Name:

Title:

Name:

Title:

**Nicholas Brumm
Managing Member**